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BEFORE THE ARIZONA CORPORATION COMMISSION  
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**COMMISSIONERS**

KRISTIN K. MAYES, Chairman

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2010 DEC 21 P 3: 39

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Arizona Corporation Commission

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IN THE MATTER OF THE APPLICATION OF  
AJO IMPROVEMENT COMPANY FOR APPROVAL  
OF THE TRANSFER OF ASSETS TO ARIZONA  
PUBLIC SERVICE COMPANY

Docket No. E-01025A-10-0334  
E-01345A-10-0334

**NOTICE OF FILING  
COMPLIANCE  
(Decision No. 72003)**

Decision No. 72003 (December 10, 2010) requires Ajo Improvement Company ("AIC") to file all documents evidencing the consummation of the transaction no later than 30 days from the effective date of the transaction. Accordingly, ("AIC") files a duly executed Right-Of-Way-Easement.

RESPECTFULLY submitted this 21<sup>st</sup> day of December, 2010.

AJO IMPROVEMENT COMPANY

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1 Original + 13 copies of the foregoing  
2 filed this 21<sup>st</sup> day of December 2010 with:

3 Docket Control  
4 ARIZONA CORPORATION COMMISSION  
5 1200 West Washington  
6 Phoenix, Arizona 85007


7 Copies of the foregoing hand-delivered/mailed  
8 this 21<sup>st</sup> day of December, 2010, to:

9 Lyn Farmer, Esq  
10 Chief Administrative Law Judge  
11 Hearing Division  
12 Arizona Corporation Commission  
13 1200 West Washington  
14 Phoenix, Arizona 85007

15 Janice Alward, Esq.  
16 Chief Counsel Legal Division  
17 Arizona Corporation Commission  
18 1200 West Washington  
19 Phoenix, Arizona 85007

20 Steve Olea  
21 Director, Utilities Division  
22 Arizona Corporation Commission  
23 1200 West Washington  
24 Phoenix, Arizona 85007

25 Brian Bozzo  
26 Compliance Manger, Utilities Division  
27 1200 West Washington  
Phoenix, AZ 85007

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NE-19-12S-5W  
NW-19-12S-5W  
NE-24-12S-6W  
RCB

## **RIGHT-OF-WAY EASEMENT**

**PHELPS DODGE CORPORATION**, a New York corporation, (hereinafter called "Grantor(s)"), is the owner of the following described real property located in Pima County, Arizona (hereinafter called "Grantor's Property"):

### **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement 25 feet in width at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

### **SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF**

Grantee is hereby granted the right to: construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles or towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conduits, conductors, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances, and fixtures, for the transmission and distribution of electricity, and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes, at such locations and elevations in, upon, over, under, to, through, across, and beyond Grantor's Property (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to, from, and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees or alter ground level by cut or fill within the limits of the Easement Premises without the prior written consent of Grantee.

Subject to all other provisions of this easement, Grantor reserves the right to cultivate, graze, use and occupy the Easement Premises for any purpose consistent with the rights and privileges herein granted and which do not interfere with or endanger any of the Grantee Facilities.

Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as reasonably determined by Grantee in walls or fences which exist within the Easement Premises on the date this easement is conveyed. Grantor shall, at its expense, provide Grantee openings at such locations and of such dimensions as reasonably determined by Grantee in future walls or fences within the Easement Premises. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates; provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

PHELPS DODGE CORPORATION,  
a New York Corporation;

By: W.B. Cobb

Title: VICE PRESIDENT

William B. Cobb  
Signature

STATE OF Arizona }  
County of Maricopa } ss.

This instrument was acknowledged before me this 13<sup>th</sup> day of October,  
2010 by William E. Cobb

(Grantor)

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal

Stephanie D. Turton  
Notary Public



STEPHANIE D. TURTON  
Notary Public - Arizona  
Maricopa County  
Expires 11/18/2011

## **EXHIBIT "A"**

The Northwest Quarter of the Northeast quarter; and the Northwest Quarter of Section 19, Township 12 South, Range 5 West, Gila and Salt River Meridian, Pima County, Arizona.

The Northeast quarter of Section 24, Township 12 South, Range 6 West, Gila and Salt River Meridian, Pima County, Arizona.

## **EXHIBIT "B"**

An easement for electric power lines situated in the North half of Section 19, Township 12 South, Range 5 West and the Northeast quarter of Section 24 Township 12 South, Range 6 West, Gila and Salt River Meridian, Pima County, Arizona, being 25 feet in width and lying 12.50 feet on both sides of the following described centerline:

COMMENCING at the USGLO brass cap that marks the West quarter corner of said Section 19, from whence the USGLO Brass Cap that marks the Southwest corner thereof bears South  $00^{\circ} 30' 00''$  West, 2640.35 feet distant;

THENCE: North  $57^{\circ} 58' 17''$  East a distance of 4670.72 feet to the TRUE POINT OF BEGINNING of the easement herein described;

THENCE: South  $74^{\circ} 22' 16''$  West along the centerline of an existing electric power line a distance of 4099.35 feet to a point on the line common to Section 19, Township 12 South, Range 5 West and Section 24, Township 12 South, Range 6 West, from whence the above described West quarter corner of said Section 19 bears South  $00^{\circ} 30' 00''$  West, 1372.75 feet distant;

THENCE: continuing on a bearing of South  $74^{\circ} 22' 16''$  West into Section 24 and along the centerline of said electric power line a distance of 211.23 feet to the PONT OF TERMINATION of this easement.